# EXHIBIT 4, Part 1,

to Answer and Affirmative Defenses of Liberty Insurance Underwriters, Inc.

(consisting of Liberty Policy No. AEE196887-0106)



NOTICE: THIS IS A CLAIMS —E AND REPORTED POLICY. COVERAGE APPLIES TO CLAIMS THAT ARE FIRST MADE AGAINST YOU DURING A POLICY YEAR WITHIN THE POLICY PERIOD, AND FIRST REPORTED TO US WITHIN THAT POLICY YEAR, OR WITHIN SIXTY (60) DAYS AFTER EXPIRATION OR TERMINATION OF THIS POLICY FOR A WRONGFUL ACT COMMITTED ON OR AFTER THE RETROACTIVE DATE, IF APPLICABLE, AND BEFORE THE END OF THE POLICY YEAR. PLEASE READ THE POLICY CAREFULLY.

## Architects, Engineers & Environmental Services Professional Liability Insurance Policy

A OTHORIZED REPRESENTATIVE

	55 Water Street, 18th Floor		107 N N 1 1 1 1 D and Crista 11()()
			425 N. Martingale Road, Suite 1100
	New York, NY 10041		Schaumburg, IL 60173
Policy No.	AEE196887-0106	Renewal of	AEE196887-0105
	DECLA	RATIONS	8
Item 1.	Named Insured and Mailing Address:		
	VOA Associates, Incorporated		
	224 South Michigan Avenue		
	Chicago, IL 60604		
Item 2.	Policy Period: 12/05/06	to	12/05/07
	(at 12:01 AM local time at the add	ress of the Name	ed Insured as stated in Item 1 above)
Item 3.	Limits of Liability (inclusive of Claims Expenses):		
	A. \$2,000,000 Each Claim	1	
	B. \$4,000,000 Policy Year	r Aggregate	
Item 4.	Deductible (inclusive of Claims Expenses):		
	A. \$200,000 Each Claim	1	
	B. Not Applicable Policy Year	r Aggregate	
Item 5.	Premium:\$244,384.00		
Item 6.	Retroactive Date (if applicable): 01/01/69		
Item 7.	Knowledge Date: 12/05/03		
Item 8.	Claims and/or Underwriting Notification:		
	Liberty International Underwriters, 55 Water Street, 18th Floor, New York, NY 10041		
	Attn: A&E Claims Department		
	Telephone: (800) 677-9163 Fax: (2	212) 208-4290	
Item 9.	Endorsements attached at Policy effective date:		
AEE001 (05/2	2002), AEE002 (05/2002), AEE008	8 (05/2002), AE	E012 (05/2002), AEE016 (05/2002),
AEE024 (05/2	2002), AEE033 (05/2002), AEE035	5 (05/2002), AE	E066 (05/2002), AEE067 (05/2002),
	2002), AEE129 (06/2002)		Services Professional Liability Insurance Policy s

1/24/07

Mo./Day/Yr.

DATE:

#### **EXCLUDED ENTITIES ENDORSEMENT**

This Endorsement changes the Policy. Please read it carefully.

This Endorsement, effective on 12/05/06 at 12:01 A.M. standard time at the address of the Named Insured forms a part of Policy Number: <u>AEE196887-0106</u> as Endorsement No.: <u>1</u> Issued to: VOA Associates, Incorporated

It is agreed VI. EXCLUSIONS, is amended by adding the following:

This Policy does not apply to and we shall not be liable for **Damages** and/or **Claims Expenses** resulting from any **Claim** or **Circumstance** made against you for, based upon, or arising from **Professional Services** performed by the following entities:

Marcos Leite Bastos, Sao Paulo, Brazil

Accepted by:	Date:
	ative of the Named Insured

ALL OTHER TERMS & CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Countersignedure:

Form No. AEE008 (05/2002)

## NAMED INSURED/MAILING ADDRESS ENDORSEMENT

This Endorsement changes the Policy. Please read it carefully.

This Endorsement, effective on 12/05/06 at 12:01 A.M. standard time at the address of the Named Insured forms a part of Policy Number: AEE196887-0106 as Endorsement No.: 2 Issued to: VOA Associates, Incorporated

by the Company shown above is changed as follows:

It is agreed the Declarations, Item 1, is amended as follows:

Named Insured is amended to include:

VOA Associates Incorporated

VOA International Services

VOA Nevada LLC

VOA Associates, Inc. DBA: Lynn Wilson International but only for Professional

Services performed subsequent to 9/1/96 and prior to 12/15/97

Vickrey/Ovresat/Awsumb Associates, Inc.

Vickrey/Powell Incorporated

Vickrey/Klein and Kikuchi, Inc.

Vickrey/Wines Associates Incorporated

**VOA Associates** 

VOA/LB S/C LTDA

Logic Facilities Management, but only for Professional Services performed subsequent

to 11/18/00

Vickrey/Ovresat/Awsumb Associates, Incorporated

VOA, Ohio, LLC

ALL OTHER TERMS & CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Countersignature:

orm No. AEE033 (05/2002)

## NOTICE OF CANCELLATION TO OTHER PARTIES ENDORSEMENT

This Endorsement changes the Policy. Please read it carefully.

This Endorsement, effective on 12/05/06 at 12:01 A.M. standard time at the address of the Named Insured forms a part of Policy Number: <u>AEE196887-0106</u> as Endorsement No.: <u>3</u> Issued to: VOA Associates, Incorporated

It is agreed that VII. CONDITIONS. G. Notice of Cancellation, is amended by adding the following provision:

In the event this Policy is to be canceled by you or by us, we agree to give 30 days prior notice to the party(s) listed below.

This provision does not apply if cancellation is due to non-payment of premiums to us or to a finance company authorized to cancel this Policy.

#### Notice to:

Brevard County Parks & Recreation Administration Attn: Cathy Lively 2725 Judge Fran Jamieson Way Viera, FL 32940

Northwestern Memorial Hospital Attn: Contract Specialist 240 East Ontario Street Chicago, IL 60611

ALL OTHER TERMS & CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Countersignature:

uthorized Age

Form No. AEE035 (05/2002)

## NOTICE OF CANCELLATION TO OTHER PARTIES ENDORSEMENT

This Endorsement changes the Policy. Please read it carefully.

This Endorsement, effective on 12/05/06 at 12:01 A.M. standard time at the address of the Named Insured forms a part of Policy Number: <u>AEE196887-0106</u> as Endorsement No.: <u>4</u> Issued to: <u>VOA Associates, Incorporated</u>

It is agreed that VII. CONDITIONS. G. Notice of Cancellation, is amended by adding the following provision:

In the event this Policy is to be canceled by you or by us, we agree to give 30 days prior notice to the party(s) listed below.

This provision does not apply if cancellation is due to non-payment of premiums to us or to a finance company authorized to cancel this Policy.

#### Notice to:

Cadell Construction Ken Sexton P.O. Box 210099 Montgomery, AL 36121-0099

US Army Corps of Engineers Ken Sexton P.O. Box 889 Sexton, GA 31402-0889

ALL OTHER TERMS & CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Countersignature:

Form No. AEE035 (05/2002)

## EXTENDED REPORTING PERIOD OPTION ENDORSEMENT - ILLINOIS

This Endorsement changes the Policy. Please read it carefully.

This Endorsement, effective on 12/05/06 at 12:01 A.M. standard time at the address of the Named Insured forms a part of Policy Number: AEE196887-0106 as Endorsement No.: 5 Issued to: VOA Associates, Incorporated

In the event of "termination" of your Policy, you may elect one twelve (12) month Extended Reporting Period subject to the following provisions:

- 1. Coverage afforded under this Extended Reporting Period option will apply to Claims resulting from your Professional Services performed prior to termination of this Policy, provided the Claim is made against you and reported to us during the Extended Reporting Period.
- 2. If you elect this Extended Reporting Period option, you must elect this option in writing within thirty (30) days of the termination of this Policy or within fifteen (15) days of our coverage offer, whichever is latest, and pay the additional premium at that time.
- 3. An Endorsement will be issued showing the term of the Extended Reporting Period and the amount of premium.
- 4. The premium for the Extended Reporting Period Option will be calculated according to the Company's rating plan in effect at the time this Policy was issued. The premium for this option will be200% of the last annual Policy premium.
- 5. This option is not available if you obtain other insurance to cover the claims which would otherwise be covered by this option.
- 6. Upon electing this option, the premium is fully earned by us and the Extended Reporting Period cannot be canceled.

"Termination" includes cancellation, non-renewal, expiration, or reduction in coverage of the Policy.

IF YOU DO NOT ELECT THIS OPTION, YOU WILL NOT BE INSURED BY US AFTER THE TERMINATION OF THIS POLICY.

ALL OTHER TERMS & CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Countersignature:

Form No. AEE066 (05/2002)

zed Agent

## CANCELLATION / NON-RENEWAL CONDITION ENDORSEMENT - ILLINOIS

This Endorsement changes the Policy. Please read it carefully.

This Endorsement, effective on 12/05/06 at 12:01 A.M. standard time at the address of the Named Insured forms a part of Policy Number: <u>AEE196887-0106</u> as Endorsement No.: 6

Issued to: <u>VOA Associates, Incorporated</u>

It is agreed that VII. CONDITIONS, G. Notice of Cancellation, is deleted and the following substituted:

### G. Notice of Cancellation

This Policy may be canceled by the first Named Insured, identified in the Declarations, by surrender of this Policy to us or our authorized representative or by giving us written notice stating when thereafter such cancellation shall be effective.

After this insurance has been in effect for sixty (60) days or more, we will not cancel this Policy except for one or more of the following reasons:

- (a) Nonpayment of premium;
- (b) The Policy was obtained through a material misrepresentation;
- (b) Any insured violated any of the terms and conditions of the Policy;
- (c) The risk originally accepted has measurably increased;
- (d) Certification to the Director of the loss of reinsurance by the insurer which provided coverage to the insurer for all or a substantial part of the underlying risk insured; or
- (e) A determination by the Director that the continuation of the Policy could place the insurer in violation of the insurance laws of this State.

## CANCELLATION / NON-RENEWAL CONDITION ENDORSEMENT - ILLINOIS

This Endorsement changes the Policy. Please read it carefully.

This Endorsement, effective on 12/05/06 at 12:01 A.M. standard time at the address of the Named Insured forms a part of Policy Number: <u>AEE196887-0106</u> as Endorsement No.: <u>6</u>
Issued to: VOA Associates, Incorporated

If we cancel this policy, we will mail to the first Named Insured, on behalf of all **Insureds**, written notice of cancellation. We will provide at least thirty (30) days notice before the effective date of cancellation if we cancel for non-payment of premium. If we cancel for any other reason we will provide at least sixty (60) days notice before the effective date of cancellation.

If this policy is canceled, we will send the first Named Insured any premium refund due. The refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.

We will give you written notice sixty (60) days prior to the expiration of this policy if we do not intend to renew this insurance subject to any state requirements. The notice will include our reason for non-renewal.

If notice is mailed, proof of mailing will be sufficient proof of notice.

ALL OTHER TERMS & CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Countersignature:

Form No. AEE067 (05/2002)

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## OTHER INSURANCE ENDORSEMENT - ILLINOIS

This Endorsement changes the Policy. Please read it carefully.

This Endorsement, effective on 12/05/06 at 12:01 A.M. standard time at the address of the Named Insured forms a part of Policy Number: <u>AEE196887-0106</u> as Endorsement No.: <u>7</u> Issued to: VOA Associates, Incorporated

It is agreed that VII. Conditions, H. Other Insurance is deleted and the following substituted:

#### H. Other Insurance

If other valid or collectible professional liability insurance is available to any **Insured** for any **Claim** we cover, our obligations are limited as follows:

#### 1. Primary Insurance

This insurance is primary except when 2. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all other insurance by the method described in 3. below.

#### Excess Insurance

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis, but specific exclusions in the policy shall apply. When this insurance is excess, we will not defend any claim or suit that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the **Insured's** rights against all other insurers.

## OTHER INSURANCE ENDORSEMENT - ILLINOIS

This Endorsement changes the Policy. Please read it carefully.

This Endorsement, effective on 12/05/06 at 12:01 A.M. standard time at the address of the Named Insured forms a part of Policy Number: <u>AEE196887-0106</u> as Endorsement No.: <u>7</u> Issued to: <u>VOA Associates, Incorporated</u>

When this insurance is excess over other insurance, we will pay only our share of the amount of the damages and allocated claims expenses, if any, that exceeds the sum of:

- the total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- b. the total of all deductible and self-insured amounts under all the other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations.

## Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal share, we will contributed by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

ALL OTHER TERMS & CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Countersignature:

Form No. AEE127 (06/2002)

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#### **DEFINITION OF DAMAGES - ILLINOIS**

This Endorsement changes the Policy. Please read it carefully.

This Endorsement, effective on 12/05/06 at 12:01 A.M. standard time at the address of the Named Insured forms a part of Policy Number: <u>AEE196887-0106</u> as Endorsement No.: <u>8</u> Issued to: VOA Associates, Incorporated

It is agreed V. DEFINITIONS, F. "Damages" is deleted and the following substituted:

F. "Damages" means compensatory monetary amounts for which you may be held legally liable including judgment (inclusive of any post-judgment interest), awards, or settlements negotiated with our approval. Damages do not include any return, withdrawal or reduction of professional fees, profits or other charges, or fines, sanctions, taxes, penalties or awards deemed uninsurable pursuant to any applicable law. Damages include punitive or exemplary damages or the multiple portion of any multiplied damage award unless such Damages are uninsurable pursuant to applicable law. Punitive damages are only payable due to vicarious liability in the State of Illinois.

ALL OTHER TERMS & CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Countersignature:

Authorized Agent

Form No. AEE129 (06/2002)

This Endorsement changes the Policy. Please read it carefully.

This Endorsement, effective on 12/05/06 at 12:01 A.M. standard time at the address of the Named Insured forms a part of Policy Number: <u>AEE196887-0106</u> as Endorsement No.: <u>9</u> Issued to: VOA Associates, Incorporated

It is agreed that except for the project designated below, it there is other collectible insurance, including but not limited to project specific insurance that applies to a **Claim** covered by this Policy the other insurance must pay first and this Policy is excess over the other insurance. The Policy applies to the amount of the **Claim** that exceeds the available limits of liability and any deductibles or retention amounts of the other insurance.

In the event of a Claim on the project designated below, this Policy will be primary.

Project: McCormick Place

ALL OTHER TERMS & CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Countersignature:

// Form No. AEE012 (05/2002)

#### OTHER INSURANCE

This Endorsement changes the Policy. Please read it carefully.

This Endorsement, effective on 12/05/06 at 12:01 A.M. standard time at the address of the Named Insured forms a part of Policy Number: <u>AEE196887-0106</u> as Endorsement No.: <u>10</u> Issued to: <u>VOA Associates, Incorporated</u>

It is agreed VI. EXCLUSIONS, is amended by adding the following:

This Policy does not apply to and we shall not be liable for **Damages** and/or **Claims Expenses** resulting from any **Claim** or **Circumstance** made against you for which you are an insured on any other liability insurance policy that covers professional liability, including any project policy. This exclusion applies even if the **Claim** is not covered by that policy for any reason, including an exclusion or reduction or exhaustion of the limits of liability.

ALL OTHER TERMS & CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Countersignature:

Authorized Agent

Form No. AEE024 (05/2002)

## SPECIFIC PROJECT EXCESS ENDORSEMENT

This Endorsement changes the Policy. Please read it carefully.

This Endorsement, effective on 12/05/06 at 12:01 A.M. standard time at the address of the Named Insured forms a part of Policy Number: <u>AEE196887-0106</u> as Endorsement No.: 11 Issued to: VOA Associates, Incorporated

In consideration of an additional premium of \$15,000., it is agreed that Declarations, Item 3. Limits of Liability, is amended by adding the following Specific Project Excess Limits:

Specific Project Excess

Each Claim

Aggregate

\$3,000,000

\$1,000,000

The Specific Project Excess Limits shall apply only in the event the Limits of Liability stated in Declarations, Item 3., have been exhausted by payment of Damages and/or Claims Expenses either for the specific named project or for any other Claim.

The Specific Project Excess Limits established by this Endorsement may be reduced and/or exhausted by payments of Damages and/or Claims Expenses involving the project designated below or Damages and/or Claims Expenses of unrelated projects that are paid pursuant to any other Specific Project Excess /or Specific Client Excess Endorsement attached to this Policy, or combination thereof.

Specific Project: University of Illinois - Renovation & Expansion of the Intramural

Physical Education Building

Additional Premium Due: \$15,000.00

ALL OTHER TERMS & CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Countersignature:

Authorized Agent

F6rm No. AEE016 (05/2002)

#### NOTICE OF CANCELLATION TO OTHER PARTIES ENDORSEMENT

This Endorsement changes the Policy. Please read it carefully.

This Endorsement, effective on 01/18/07 at 12:01 A.M. standard time at the address of the Named Insured forms a part of Policy Number: <u>AEE196887-0106</u> as Endorsement No.: <u>12</u> Issued to: VOA Associates, Incorporated

It is agreed that VII. CONDITIONS. G. Notice of Cancellation, is amended by adding the following provision:

In the event this Policy is to be canceled by you or by us, we agree to give 30 days prior notice to the party(s) listed below.

This provision does not apply if cancellation is due to non-payment of premiums to us or to a finance company authorized to cancel this Policy.

Notice to:

Fremont Investment & Loan and/or its assignees P.O. Box 304D Garden Grove, CA 92842

ALL OTHER TERMS & CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Countersignature:

11

Form No. AEE035 (05/2002)

#### NAMED INSURED ENDORSEMENT

This Endorsement changes the Policy. Please read it carefully.

This Endorsement, effective on 04/10/07 at 12:01 A.M. standard time at the address of the Named Insured forms a part of Policy Number: <u>AEE196887-0106</u> as Endorsement No.: <u>13</u> Issued to: VOA Associates, Incorporated

by the Company shown above is changed as follows:

For an additional premium, it is agreed the Declarations, Item 1., is amended to include the following Additional Named Insured:

The Bachman Partnership, P.C. dba Bachman Partnership P.C.

It is further agreed Declarations, Item 6. Retroactive Date is amended as follows for the above referenced entity:

Item 6. Retroactive Date: October 15, 1939

With respect to the above referenced entity, it is agreed that for Claims resulting from Wrongful Acts committed or Pollution Incidents that took place prior to 04/10/07, Item 3. of the DECLARATIONS is deleted and replaced with the following:

#### Item 3. **Limits of Liability**

- (A) \$1,000,000 each Claim including Damages and Claims Expenses, but in no event exceeding,
- (B) \$2,000,000 in the aggregate for all Claims including Damages and Claim Expenses.

Additional Premium: \$5,736.00

ALL OTHER TERMS & CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Authorized Agent

Countersignature

Form No. AEE033 (05/2002)